

**BYLAWS**

**OF**

**ABAG POWER**

**adopted**  
**October 22, 1997**

**amended**  
**November 13, 1997**

**amended**  
**October 17, 2002**

**amended**  
**August 18, 2004**

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**BYLAWS OF  
ABAG POWER  
As Amended August 18, 2004**

**ARTICLE 1 -- NAME**

The name of this public entity is ABAG Publicly OWned Energy Resources (ABAG POWER)

**ARTICLE 2 -- OFFICES**

**2.1. Principal Office.**

The principal office for the transaction of the business of ABAG POWER is located at 101 - 8th Street, Oakland, County of Alameda, California. The Board of Directors (Board) may change the principal office from one location to another. Any change of this location will be noted by the Secretary on these Bylaws opposite this section, or this section may be amended to state the new location.

**2.2. Other Offices.**

The Board may at any time establish branch or subordinate offices at any place or places.

**ARTICLE 3 --LIMITATION ON AUTHORITY**

ABAG POWER's exercise of its power under the ABAG POWER Joint Powers Agreement (JPA) and these Bylaws is restricted to the extent required under California Government Code Section 6509. The County of Contra Costa is hereby designated pursuant to said Section 6509. This designation may be changed by a two-thirds (2/3) vote of the Board provided that the designated agency must be a city or county in California.

**ARTICLE 4 -- MEMBER ENTITIES**

In addition to the original contracting parties (as the term is used in California Government Code Section 6502) to the JPA, any other public entity (as defined in California Government Code Section 6500), which becomes a contracting party pursuant to the JPA and these Bylaws, is a Member. Any contracting party which withdraws or is expelled pursuant to these Bylaws ceases to be a Member.

**ARTICLE 5 -- DEBTS AND LIABILITIES**

5.1. The debts, liabilities and obligations of ABAG POWER will not be the debts, liabilities or obligations of any or all of the Members. However, nothing in this section or the JPA :

5.1.1. prevents a Member or Members from agreeing, in a separate agreement, to be jointly and/or severally liable, in whole or in part, for any debt, obligation or liability of ABAG POWER, including but not limited to, any bond or other debt instrument issued by ABAG POWER, or

5.1.2. impairs the ability of any Member to undertake the responsibility described in subsection 5.1.1 of this section.

**ARTICLE 6 -- DIRECTORS**

**6.1. Powers.**

6.1.1. General Powers. Subject to the provisions of these Bylaws and the JPA, the business and affairs of ABAG POWER will be managed, and all powers will be exercised, under the policy direction of the Board.

6.1.2. Specific Powers. Without prejudice to these general powers, the Board also has the power to borrow money and incur indebtedness on behalf of ABAG POWER and cause to be executed and delivered for ABAG POWER's purposes, in ABAG POWER's name, promissory notes, bonds, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities and certificates of participation.

6.1.3. Program Guidelines. The Board also has the power to establish guidelines for the types of Programs to be undertaken by ABAG POWER.

**6.2. Directors and Alternates.**

Each Member will appoint a director, and may appoint an alternate director to the Board. The director and/or the alternate may be an elected official.

**6.3 Voting.** Only directors appointed by a Member which is participating in an ongoing program offered by ABAG POWER shall be entitled to cast a vote at the Board of Directors or any committee of ABAG POWER.

**6.4 Vacancies.**

6.4.1. Vacancies. Vacancies in directors' position will be filled as provided in Section 6.

6.4.2. Events Causing Vacancy. A vacancy on the Board exists on the occurrence of the following: (i) the death of any director; (ii) the removal, dismissal or resignation of a director from the position he/she held with the Member at the time he/she became a director; (iii) the declaration by resolution of the Board of a vacancy of the office of a director who has been declared of unsound mind by an order of court or convicted of a felony; or (iv) written notice to the Secretary from the appointing Member stating that the designation of the director or alternate has been revoked said revocation to be effective upon receipt, unless the notice specifies a later time.

6.4.3. Resignations. No director may resign when ABAG POWER would then be without at least three (3) directors in charge of its affairs.

6.4.4. Reduction or Increase in Number of Directors. At the beginning of a fiscal year, the authorized number of directors may be reduced or increased by the deletion or addition of a Member.

**6.5. Meetings.**

The Chair or Vice-Chair of the Board, or any ten (10) directors by written request, may call a meeting of the Board.

**6.6. Quorum.**

A forty percent (40%) of the directors entitled to cast a vote is a quorum for the transaction of business. Except for acts requiring a supermajority under these Bylaws or the JPA, every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the quorum for that meeting, or if a supermajority is required, by the supermajority of the quorum for that meeting.

**6.7. Rules of Order.**

The Board may adopt rules of order to govern the conduct and procedure of Board meeting.

**6.8. Minutes.**

The Board will keep or cause to be kept written minutes of its proceedings, except executive sessions.

#### **6.9. Fees and Compensation of Directors.**

Directors and members of committees may receive such reimbursement of expenses as may be determined by resolution of the Board to be just and reasonable.

#### **6.10. Delegation of Powers.**

Except as otherwise proscribed in these Bylaws and the JPA, the Board may delegate any of its powers.

### **ARTICLE 7 -- BOARD COMMITTEES**

#### **7.1. Executive Committee.**

The Executive Committee is a standing committee comprised of the Chair, Vice Chair and three (3) to nine (9) members entitled to cast a vote or their alternates which is hereby empowered to exercise all powers of the Board except as otherwise specifically proscribed in these Bylaws or the JPA, during times when the Board does not meet or is unable to convene a meeting. Any director or alternate may attend and participate in the discussion at any Executive Committee meeting.

7.1.1. Voting. Actions requiring a supermajority vote of the Board require a supermajority vote of the Executive Committee. All other actions require a vote of the majority of the committee.

7.1.2. Initial Members. The Chair shall nominate the initial members of the Executive Committee. The Board shall set the number of members and, at its sole discretion, ratify or disapprove the nominees, or appoint other members.

7.1.3. Term. Each member serves a term ending on the next December 31, beginning in 1998. A member may succeed himself/herself and may serve any number of consecutive or non-consecutive terms.

7.1.4. Vacancies. In the event, a vacancy on the Executive Committee occurs, the Chair may appoint a new member who will serve on the Executive Committee with all rights and duties until the new member is either ratified or disapproved at the next meeting of the Board.

#### **7.2. Ad Hoc Committees.**

Upon written notice after-the-fact, the Chair may designate one (1) or more ad hoc advisory committees, each consisting of two (2) or more directors or their alternates, to be ratified by and serve at the pleasure of the Board, and to exercise such powers as may be delegated to it, except that no ad hoc committee may:

7.2.1. take any final action on matters which, under the JPA, requires approval a majority or supermajority vote of Board;

7.2.2. amend or repeal Bylaws or adopt new Bylaws;

7.2.3. amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;

7.2.4. appoint any other committees of the Board or the members of these committees; or

7.2.5. approve any transaction (1) to which ABAG POWER is a party and one or more directors have a material financial interest as defined in the California Government Code; or (2) between ABAG POWER and one or more of its directors or between ABAG POWER or any person in which one or more of its directors have a material financial interest.

#### **7.3. Meetings and Action of Committees.**

Meetings and action of Board and Program committees will be governed by, and held and taken in accordance with, the provisions of Sections 6.4-6.5 of these Bylaws, concerning meetings of

directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the meetings of committees may be called by the Board. Minutes will be kept of each meeting of any committee and will be filed with ABAG POWER records.

## **ARTICLE 7A -- PROGRAMS AND PROGRAM COMMITTEES**

### **7A.1. Programs.**

The Board has the power, upon majority vote, to establish Programs within the purpose and power of ABAG POWER and to adopt general policy guidelines for their implementation. By adopting these Bylaws, the Board hereby establishes the following Programs:

7A.1.1. Natural Gas Aggregation. The program for the aggregation program natural gas (PANG) previously established by ABAG is hereby approved and ABAG POWER will assume all the duties, obligations, debts and liabilities incurred by ABAG in connection with the PANG upon ABAG POWER's receipt of written acknowledgment of such transfer from each participant in the PANG, vendor(s) and consultant(s), the California Public Utilities Commission (CPUC), the natural gas supplier, PG&E and ABAG.

7A.1.2. Electric Aggregation. ABAG POWER hereby approves an electric program for direct access through aggregation (DATA).

### **7A.2. General Program Guidelines.**

The following guidelines apply to all programs established by ABAG POWER:

7A.2.1. Upon a two-thirds (2/3) vote, the Board will allocate ABAG's administrative fees, charges and costs among the Programs.

7A.2.2. The participants in a program will all collectively agree, in an Agreement separate from the JPA and these Bylaws, to assume all obligations, debts and liabilities incurred by ABAG POWER in connection with the formation and/or implementation of such program. Such agreement may impose joint and several liability on the participants for the program's debts, obligation and/or liabilities. However, nothing in this section requires joint and several liability.

### **7A.3. Program Committees.**

There will be a program committee for each program. A program committee will be comprised of a number of directors equal to ten percent (10%) of the participants. Until more than one program is active, the Executive Committee will serve as the DATA Program Committee.

## **ARTICLE 8 -- OFFICERS**

### **8.1. Officers.**

The officers of ABAG POWER are the Chair, Vice-Chair, President, Secretary and Chief Financial Officer/Treasurer. The Chair and Vice-Chair (elected officers) will be elected. All directors are eligible to serve as an elected officer. The Executive Director of ABAG is the President of ABAG POWER, the Program Manager of ABAG POWER is the Secretary of ABAG POWER, and the Director of Finance for ABAG is the Chief Financial Officer/Treasurer of ABAG POWER. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer/Treasurer may serve concurrently as the President.

### **8.2. Election of Officers.**

At the first meeting of the Board, and as necessary thereafter, nominations for the offices of Chair and Vice-Chair, will be made and seconded by a director. If more than two (2) names are nominated for any one office, balloting occurs until a nominee receives a majority of the votes

cast; provided that after the first ballot the nominee receiving the fewest votes will be dropped from the balloting. Each elected officer serves a term ending on the next December 31, beginning December 31, 1998. An elected officer may succeed himself/herself and may serve any number of consecutive or non-consecutive terms.

### **8.3. Removal of Officers.**

An elected officer may be removed, with or without cause, by a majority vote of the Board at a regular or special meeting.

### **8.4. Vacancies.**

Any vacancy in any office because of death, resignation, removal, disqualification, or any other cause will be filled for the balance of the vacated term in the manner prescribed in these Bylaws for regular appointments to that office; provided, however, that such vacancies may be filled at any regular or special meeting of the Board.

### **8.5. Resignation of Officers.**

In the absence of a contrary written agreement, any officer may resign at any time by giving written notice to the President or Secretary. Any resignation takes effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective.

### **8.6. Responsibilities of Officers.**

8.6.1. Chair of the Board. The Chair of the Board presides at meetings of the Board and exercises and performs such other powers and duties as may be from time to time assigned to him/her by the Board or prescribed by the Bylaws.

8.6.2. Vice-Chair of the Board. The Vice-Chair of the Board fulfills all the duties of the Chair in his/her absence.

8.6.3. President. Subject to such supervisory powers as may be given by the Board of Directors to the Chair of the Board, the President generally supervises, directs, and controls the business and the employees of ABAG POWER. He or she has such other powers and duties as may be prescribed by the Board or the Bylaws.

8.6.4. Secretary. The Secretary will:

(i) Book of Minutes. Keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of minutes of all meetings and actions of directors and committees of ABAG POWER, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings and the proceedings of such meetings.

(ii) Notices and Other Duties. Give, or cause to be given, notice of all meetings of the Board and Committees of ABAG POWER required by the Bylaws to be given. He or she has such other powers and perform such other duties as may be prescribed by the Board.

8.6.5. Chief Financial Officer. The Chief Financial Officer perform as follows:

(i) Books of Account. The Chief Financial Officer keeps and maintains, or causes to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of ABAG POWER, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account will be open to inspection by any director at all reasonable times.

(ii) Deposit and Disbursement of Money and Valuables. The Chief Financial Officer deposits all money and other valuables in the name and to the credit of ABAG POWER



with such depositories as may be designated by the Board; disburses the funds of ABAG POWER as may be ordered by the Board; renders to the directors, whenever they request it, an account of all of his/her transactions as Financial Officer and of the financial condition of ABAG POWER; and has other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

(iii) **Bond.** If required by the Board, the Chief Financial Officer will give ABAG POWER a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his/her office and for restoration to ABAG POWER of all its books, papers, vouchers, money, and other property of every kind in his/her possession or under his/her control on his/her death, resignation, retirement, or removal from office.

#### **8.7. Fees and Compensation.**

The officers may receive such reimbursement of expenses as may be determined by resolution of the Board to be just and reasonable.

### **ARTICLE 9 -- MEMBER INDEMNITY**

Each Member hereby agrees to indemnify and hold harmless all other Members to the extent any liability is found or imposed against said Member pursuant to California Government Code Section 895.2.

### **ARTICLE 10 -- OBLIGATIONS OF PROGRAM PARTICIPANTS**

#### **10.1. Release and Indemnification.**

Program participants will indemnify and save ABAG POWER and ABAG, their respective members, directors, officers and employees of each of the foregoing harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of

10.1.1. any bond or other debt instrument or evidence of indebtedness issued by ABAG POWER to pay for any costs, fees or expenses incurred, or to be incurred, in connection with the program,

10.1.2. any breach or default on the part of the participant in the performance of any of its obligations under the program, and

10.1.3. any act or negligence of the participant or of any of its agents, contractors, servants, employees or licensees with respect to the program, except for liability arising out of the willful misconduct, gross negligence, or breach of a contractual duty by ABAG POWER or ABAG, or their members or their officers, agents, employees, successors or assigns.

#### **10.2. Payment of Costs and Expenses.**

Program Participants are required to pay any and all costs and expenses involved in or associated in any way with their particular Program. This obligation survives termination of ABAG POWER.

### **ARTICLE 11 -- ADMISSION, WITHDRAWAL, SUSPENSION AND EXPULSION**

#### **11.1. Conditions for Admission of a New Member.**

Each applicant for membership in ABAG POWER will meet the following minimum qualifications:

11.1.1. such new Member must be a public entity in the State of California and a member or cooperating member of ABAG;

11.1.2. adopt a resolution approving entry into ABAG POWER, designating a director, authorizing the execution of the JPA, and acknowledging these Bylaws;

11.1.3. approved for admission to ABAG POWER by a vote of at least two-thirds (2/3) of the authorized directors of the Board; and

11.1.4. paid such fees, expenses and costs as may be set by the Board.

**11.2. Conditions to Permitting Withdrawal of a Member.**

A Member may withdraw provided that the following conditions are satisfied:

11.2.1. such Member is not in default of any of its obligations to pay any costs or fees assessed by the Board;

11.2.2. such withdrawal will not cause ABAG POWER to be in default or breach of any agreement to which it is a party, or of any bond or other evidence of indebtedness issued by ABAG POWER;

11.2.3. not later than one hundred and eighty (180) days immediately preceding the effective date of such withdrawal, such Member has provided written notice to ABAG POWER of its intent to withdraw;

11.2.4. such withdrawal is effective on June 30; and

11.2.5. at least two (2) directors will be authorized after such withdrawal. In the event fewer than two (2) directors would be authorized, said Member may not withdraw until all principal of and interest on any and all bonds and other evidences of indebtedness issued by ABAG POWER have been paid in full. Notice to withdraw is revocable by the Member if such written revocation is received by ABAG POWER no later than December 1.

**11.3. Conditions to Permitting Suspension of a Member.**

ABAG POWER may suspend a Member from ABAG POWER subject to the following conditions:

11.3.1. the Member is in default under the terms of the JPA, these Bylaws, any contract executed by the Member in connection with any ABAG POWER program, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part; and

11.3.2. ABAG POWER has given written notice of the default described in subsection 11.3.1. to the defaulting Member; and

11.3.3. not earlier than thirty (30) days after transmittal of the notice and not later than the sixty (60) days immediately preceding the effective date of such suspension, two-thirds (2/3) of the authorized directors votes to suspend said Member.

**11.4. Conditions to Permitting Expulsion of a Member.**

ABAG POWER may expel a Member from ABAG POWER subject to the following conditions:

11.4.1. the Member is in default under the terms of the JPA, these Bylaws, any contract executed by the Member in connection with any ABAG POWER program, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part; and

11.4.2. ABAG POWER has given written notice of the default described in subsection 11.4.1. to the defaulting Member; and

11.4.3. not earlier than thirty (30) days after transmittal of the notice and not later than the sixty (60) days immediately preceding the effective date of such expulsion, two-thirds (2/3) of the authorized directors votes to expel said Member.

## **ARTICLE 12 -- FEES**

**12.1. Membership in ABAG POWER.**

No fees may be assessed to join or continue membership in ABAG POWER.

### **12.2. Extraordinary Costs.**

In the event ABAG POWER incurs any extraordinary or unanticipated costs, including, but not limited to, legal fees and/or litigation expenses, the Members will be assessed a fee or fees on a pro-rata basis as determined by the Board necessary to pay such extraordinary or unanticipated costs. This provision survives termination of ABAG POWER and/or each Member's participation in it.

## **ARTICLE 13 -- ADMINISTRATIVE AGENCY**

ABAG is designated in the JPA as the administrative agency for ABAG POWER. As such, ABAG will provide necessary administrative services for ABAG POWER pursuant to a service agreement.

## **ARTICLE 14 -- PURCHASE OF INSURANCE**

In conformance with the procedures and criteria developed by it, the Board may cause ABAG POWER to purchase commercial insurance or reinsurance or terminate commercial insurance or reinsurance upon a majority vote.

## **ARTICLE 15 -- EVENTS OF DEFAULT AND REMEDIES**

### **15.1. Events of Default Defined.**

The following are "events of default" under the JPA and these Bylaws, and the terms "events of default" and "default" means, whenever they are used in the JPA and these Bylaws, with respect to a Member, any one or more of the following events:

15.1.1. failure by such Member to observe and perform any covenant, condition or agreement on its part to be observed or performed under the JPA , to comply with these Bylaws or to comply with a ABAG POWER program requirement (including but not limited to any contract executed by the Member in connection with any program, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part) other than as referred to in clause 15.1.2. of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to such Member by ABAG POWER or the Secretary; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, ABAG POWER, or the Secretary, as the case may be, will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Member within the applicable period and diligently pursued until the default is corrected. After such an extension, failure to diligently pursue or to achieve corrective action is a separate "event of default" under this clause requiring notice but not requiring that ABAG POWER consent to any extension.

15.1.2. non-payment of any fees assessed by the Board; or

15.1.3. the filing by such Member of a case in bankruptcy, or the subjection of any right or interest of such Member under the JPA or these Bylaws to any execution, garnishment or attachment, or adjudication of such Member as a bankrupt, or assignment by such Member for the benefit of creditors, or the entry by such Member into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar act which may hereafter be enacted.

### **15.2. Remedies on Default.**

15.2.1. Whenever any event of default referred to in subsection 15.1.1. of this Article have occurs and is continuing, it will be lawful for ABAG POWER to exercise any and all remedies available pursuant to law or granted pursuant to the JPA and these Bylaws.

15.2.2. In the event that ABAG POWER elects to expel any defaulting Member, subject to the conditions described and in the manner provided in Section 11.4 of these Bylaws, the Member nevertheless agrees to pay ABAG POWER all costs, losses or damages arising or occurring as a result of such default and termination, and administrative and legal costs incurred in noticing the default and effecting the expulsion. No such expulsion becomes effective, by operation of law or otherwise, unless and until ABAG POWER has given written notice of such expulsion to the Member; no such expulsion will be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided; and no such expulsion terminates the obligation of the expelled Member to pay any fees assessed prior to such expulsion.

### **15.3. No Remedy Exclusive.**

No remedy conferred herein upon or reserved to ABAG POWER is intended to be exclusive and every such remedy is cumulative and is in addition to every other remedy given under the JPA or these Bylaws, now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default impairs any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle ABAG POWER to exercise any remedy reserved to it in these Bylaws, it is not necessary to give any notice, other than such notice as may be required in these Bylaws or by law.

### **15.4. Agreement to Pay Attorneys' Fees and Expenses.**

In the event either ABAG POWER or a Member should be in default under any of the provisions of these Bylaws and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

### **15.5. No Additional Waiver Implied by One Waiver.**

In the event any agreement contained in the JPA and these Bylaws should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

## **ARTICLE 16 -- TERMINATION**

### **16.1. Time of Termination.**

ABAG POWER may be terminated upon the written consent of all of the Members if the effective termination date and such written consents are delivered to ABAG POWER and the Secretary at least sixty (60) days prior to the effective termination date provided that all principal of and interest on any and all bonds and other evidences of indebtedness issued by ABAG POWER are paid in full.

### **16.2. Continuing Obligations.**

After the termination date, ABAG POWER will continue to be obligated to pay, or cause to be paid any amounts due for winding up its affairs, including but not limited to any litigation costs and/or extraordinary costs associated with a financing transaction. After the effective

termination date, each Member has a continuing obligation to pay any fees assessed prior to the effective termination date.

**16.3. Distribution of Assets.**

In the event any assets remain after winding up the affairs of ABAG POWER, such sums will be distributed to the Association of Bay Area Governments.

**ARTICLE 17 -- AMENDMENTS**

**17.1. Amendment by Directors.**

Subject to the limitations set forth below, the Board may adopt, amend or repeal Bylaws. Such power is subject to the following limitations:

17.1.1. The Board may not amend a Bylaw provision fixing the authorized number of directors or the minimum and maximum number of directors.

17.1.2. If any provision of these Bylaws requires the vote of a larger proportion of directors than a simple majority, such provision may not be altered, amended or repealed except by vote of such larger number of directors.

17.1.3. The Board may not delete or amend Bylaw provisions requiring compliance with the JPA.

**ARTICLE 18 -- RECORDS AND REPORTS**

**18.1. Maintenance of ABAG POWER Records.**

ABAG POWER will keep:

18.1.1. Adequate and correct books and records of account; and

18.1.2. Minutes in written form of the proceedings of its Board, and committees of the Board.

All such records will be kept at ABAG POWER's principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state.

**18.2. Inspection Rights.**

18.2.1. Any Member may inspect the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time, for a purpose reasonably related to such person's interest.

18.2.2. Any inspection and copying under this section may be made in person or by an agent or attorney or the entity entitled thereto and the right of inspection includes the right to copy and make extracts.

**18.3. Maintenance and Inspection of JPA and Bylaws.**

ABAG POWER will keep at its principal executive office the original or copy of the JPA and these Bylaws as amended to date, which will be open to inspection by ABAG POWER or any Member at all reasonable times during office hours.

**18.4. Inspection by Directors.**

Every director has the absolute right at any reasonable time to inspect all non-confidential books, records, and documents of every kind and the physical properties of ABAG POWER and each of its subsidiary Authorities. This inspection by a director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

### **18.5. Financial Report.**

18.5.1. As soon as possible after the close of ABAG POWER's fiscal year, the Board will cause an annual report prepared by a Certified Public Accountant to be sent to the governing body of each Member.

18.5.2. The report required by this section will be accompanied by any report thereon of independent accountants, or, if there is no such report, by the certificate of an authorized officer of ABAG POWER that such statements were prepared without audit from the books and records of ABAG POWER.

### **18.6. Fiscal Year.**

ABAG POWER's fiscal year is July 1 to June 30.

## **ARTICLE 19 -- CONSTRUCTION AND DEFINITIONS**

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the construction of these Bylaws. Without limiting the generality of the above, the term "person" includes both ABAG POWER and a natural person and any capitalized term not defined in these Bylaws will have the meaning ascribed to it in the JPA.

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